

3.18.7 Accountability

Full compliance with the security requirements enumerated in this handbook will in no way limit the accountability of any collocator for the improper action of its employees.

3.19 Insurance Requirements

For Physical Collocation, BellSouth requires the following coverage: (1) \$10 million in commercial general liability insurance or a combination of commercial general liability and excess umbrella coverage totaling \$10 million; (2) workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident; (3) \$100,00 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self-insurance on a case by case basis.

Insurance coverage for Physical Collocation must be in effect on or before the date work commences or equipment is delivered, whichever is sooner, and must remain in effect until departure of all collocator personnel and property from the central office. Insurance for Virtual Collocation is the responsibility of BellSouth per the arrangement lease agreement. Virtual collocators must submit annually to BellSouth an updated list of facilities and equipment contained in their Virtual Collocation arrangement to assist BellSouth in ensuring adequate insurance coverage is in place should a disaster occur.

3.20 Subsequent Activity

Should a collocator require subsequent activity to its collocation space, whether for itself or its Guest(s), the collocator must submit an Application and the appropriate Application Fee to BellSouth to evaluate the impact on support mechanisms or space. Subsequent activity may include, but not be limited to: additional equipment placement, additional square footage build-out, additional cross-connects, equipment rearrangement or equipment exchange.

3.21 Recovery of Extraneous Expenses

Should BellSouth discover that unexpected major renovation or upgrade will be required in order to facilitate physical collocation, BST will share the costs of these expenses among collocators benefiting from such work based on the number of square feet being requested. Major renovation may include, but not be limited to, ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance.

General Terms and Conditions (cont'd)

3.22 Cancellation of a Request In Progress

If, at any time, a telecommunications carrier cancels its order for the Collocation Space(s), the telecommunications carrier will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount the telecommunications carrier would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

3.23 Disconnection/Relocation of an In-Service Arrangement

When a collocation arrangement is disconnected or relocated, the collocator must contract directly with its selected BellSouth Certified vendor to remove/relocate all equipment and facilities associated with the decommissioned arrangement at the expense of the collocator. In this event, the collocator must relinquish the Collocation Space to BellSouth in the same condition as when first occupied except for ordinary wear and tear. The collocator is responsible for the cost of removing any enclosure, including an Adjacent Arrangement structure, together with all support structures (e.g. racking, conduits), at the termination of occupancy and restoring the space or grounds to their original condition.

3.24 Special Reports

BellSouth will negotiate with requesting parties for the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s). BellSouth will provide Space Availability Reports pursuant to Section 3.2.6.

SECTION 4

Rate Components

4.1 Virtual Collocation

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20. Please refer to these references for the application of charges for Virtual Collocation.

4.2 Physical Collocation

Physical Collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all physical collocation arrangements as indicated by an (R) designation next to the item in the descriptions following.

4.2.1 Application Fee (R)

The application fee is required for each application to cover the engineering and administrative expense associated with assessing the Application Inquiry request. This fee is a one time charge per location, per request and must accompany the Application Inquiry document before BellSouth will begin assessing the request. A subsequent request by the same customer in the same premises will be treated as "new" if the initial collocation installation design work is completed and work has commenced. An Application fee will apply if BellSouth must expend capital to accommodate the request.

4.2.2 Subsequent Application Fee

A Subsequent Application fee may apply in lieu of the Application fee when subsequent requests for Physical Collocation by the same customer in the same premises do not require BellSouth to expend capital and the collocater has this option negotiated as part of their collocation agreement with BellSouth. A Subsequent Application fee may apply for items including, but not limited to: exchange of existing equipment, adding equipment, addition of cross-connections (including BellSouth's "side" of the demarcation point), addition of equipment racking.

4.2.3 Floor Space (R)

The floor space charges include reasonable charges for lighting, heat, air conditioning, ventilation (except for adjacent structures) and other allocated expenses associated with maintenance of the Central office but does not include amperage necessary to power the collocater's equipment.

Rate Components (cont'd)

4.2.3 Floor Space (R) (cont'd)

4.2.3.1 Caged Collocation: When the Collocation Space is enclosed by walls or other divider, the collocator will pay floor space charges based upon the number of square feet so enclosed.

4.2.3.2 Cageless Collocation: When the Collocation Space is not enclosed, the collocator will pay floor space charges based upon the [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 wiring aisle depth)] X (width of rack and spacers). Floor space charges are due beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date the collocator first occupies the Collocation Space, whichever is sooner. Should the customer request a specified amount of non-enclosed space due to special technical considerations, floor space charges will be assessed based upon the number of square feet requested, provided such space is adequate to accommodate the requested equipment layout and industry standard forward and rear aisle space. BellSouth requires an enclosure if a collocator places power equipment or requires a desk or terminal stand.

4.2.4 Power (R)

Except for Adjacent Arrangements, BellSouth provides -48DC power to collocation arrangements within the central office. Charges for -48V DC power are assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B), cable rack to the collocated equipment or equipment arrangement enclosure, and emergency back-up power. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by a BellSouth certified vendor. A collocator may have breaker positions installed within their Physical Collocation space. The Interconnector's certified vendor must provide a copy of the engineering power specification prior to the Commencement Date.

For Adjacent Arrangements, BellSouth will provide an AC power source upon request from the collocator. Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused capacity. Rates include the provision of commercial and stand-by AC power.

When a collocator requests collocation of equipment that requires BellSouth to construct an addition and/or an upgrade to the power plant in a specific central office, these additions and/or upgrades will be part of the Space Preparation charge. Under limited circumstances, the collocator has the option of accepting responsibility for construction of such upgrades or additions per BellSouth specifications and assuming all costs associated with the construction. Power equipment placed by the collocator must be enclosed within fire rated walls.

Rate Components (cont'd)

4.2.5 Cross-Connect (R)

This element provides the one-for-one interconnection to Unbundled Network Elements (i.e. 2-wire or 4-wire unbundled loop, unbundled ports) or BellSouth's tariffed service offerings (i.e. DS0, DS1 or DS3 services). Cross Connects are flat rated, non-distance sensitive elements and will be assessed a non-recurring and recurring charge.

4.2.6 POT Bay

When a Point of Termination (POT) bay or frame supplied by BellSouth for demarcation is utilized with physical collocation, a recurring monthly charge applies on a per cross-connect basis. There is no non-recurring charge for this element. Effective June 1, 1999 BellSouth no longer utilizes a POT Bay as a demarcation point.

4.2.7 Cable Installation

The cable installation charge applies only to collocators who install private entrance facilities to their collocation arrangement. This is a one time (non-recurring) charge per cable installed to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central office cable vault, perform splicing to collocator's connectorized fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location.

4.2.8 Cable Support Structure

The component covers the use and maintenance of the Central office duct, riser and overhead racking structure when the collocator elects to provide private fiber entrance facility to their equipment.

4.2.9 Space Preparation Fee

This one time fee applies for physical collocation only, per arrangement, per location and covers the survey, engineering, design, and building / support system modifications for the shared physical collocation area within a central office plus additional "make ready work" specific to the collocator which is not included in the enclosure construction fee. Except in Georgia where the Commission has set a standard rate per square foot, BellSouth will assess standard space preparation charges for mechanical (HVAC), security access systems and project management. All other fees will be pro-rated among all collocators at a given central office based on the actual preparation costs and the number of square feet requested per collocator. In states other than Georgia, this charge may vary dependent on the location and type of arrangement requested.

BellSouth will provide the collocator an estimate of construction costs in writing as part of the Application Response. For arrangements in Georgia, the charge will be calculated by multiplying the amount of enclosed or non-enclosed space designated to the collocator by the

Rate Components (cont.)

4.2.9 Space Preparation Fee (cont'd)

per square foot fee set by the Georgia Commission. As designated in the Application Response, a portion of the estimated Space Preparation charge must be paid prior to BellSouth beginning construction work.

Under the limited circumstances where the collocator elects to directly arrange the necessary construction of DC power plant capacity, the construction of the power equipment enclosure must be directly arranged with a BellSouth certified contractor. Such enclosure, will become the property of BellSouth upon termination of the collocation arrangement.

4.2.10 Enclosure Construction Fee

BellSouth no longer offers the construction of enclosures for Physical Collocation. This rate element applies only to equipment arrangement enclosures constructed by BellSouth for requests received prior to June 1, 1999.

4.2.11 Additional Engineering

BellSouth's engineering and other labor time associated with establishing the equipment arrangement and establishing tie cables will be billed as additional engineering. This charge will also apply for modifications to an application in progress which result in architectural, design or engineering changes.

4.2.12 Security Escort

A security escort is required for all equipment inspections under VEIS. A security escort may be required at no cost to the collocator for physical collocation if the collocator or their agent must traverse a restricted area in order to access their collocation space.

4.2.13 Reports

Collocators who request administrative reports will be assessed a report fee on an individual case basis.

SECTION 5

Contacts

Physical Collocation contract negotiation:

Contact Name
Jerry Hendrix

Telephone
404 927-7503

New accounts or accounts that have not been assigned a Collocation Coordinator:
Call 1-888-560-CLEC (2532) for assistance

Competitive Local Exchange Companies (CLEC) or Competitive Access Providers (CAP):

<u>Contact Name</u>	<u>Account</u>	<u>Telephone</u>	<u>Fax Number</u>
Brenda Burkholder	AT&T	770-492-7574	770-492-9412
Connie Buttrill	Wireless	770-454-2983	205-454-2907
Debbie Evans	ACS*	205-321-7737	205-321-7790
Valerie Gray	AT&T	770-492-7563	770-492-9412
Barbara Hunter	CIS	205-321-4933	205-321-5058
Ruby Neely	SprintMetro	205-321-4621	205-321-4637
Nancy Nelson	CIS*	205-321-4986	205-321-5058
Kim Reid	CIS	205-321-4980	205-321-5058
Linda Walker	BSLD	770-592-4352	770-592-3453
Fran Wilemon	MCI/Worldcom	770-492-7541	770-621-0632
Cindy Woolsey	ACS*	205-321-7177	205-321-7790
Charlie Wright	CIS	205-321-4978	205-321-5058

*CIS = collocator Interconnection Sales

*ACS = Access Customer Sales

Accounts not listed:

Please contact your BellSouth Account Team Representative,
or call 1-888-560-CLEC (2532) for assistance.

To obtain a copy of BellSouth's current Application / Inquiry document:

**Contact your Account Representative
or**

**Visit BellSouth's Interconnect website at:
www.interconnection.bellsouth.com**

Example
BellSouth Certified Transmission Vendor List
Engineering and Installation of Collocation Arrangements

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
ADC Communications	Ken Reeves Doug Guildry	800-223-9773 318-684-2860
ADC Da Tel	Basem Anshasi	205-655-9898
Alcatel	Ed Boatwright Alex Baber	770-270-8335 800-869-4869
E F & I Services Co.	Reed Tillis	904-355-7930
Fujitsu Network Communications, Inc.	J. Quinta Evans	770-246-4102
* Certified – Collocation (OEM) <u>Fujitsu Equipment Only</u>		
Lucent Technologies, Inc.	(SC) Adrian Dye (MS) Larry Montgomery (GA) Mike Chancey (NFL) Wayne Stricklen (NC) Abe Jenkins (NC) (AL) Marc Haze (S/SEFL) Charles Barrett	803-926-5213 601-949-8277 404-573-8521 407-636-1421 704-529-0693 910-299-0328 334-265-1291 561-837-9849
Mintel	Bill Quinn	770-923-0304
Nortel	Joe Salazar	972-685-7587
* Field Trial - Collocation (OEM) Physical Collocation only		
Quality Telecommunications, Inc.	Jerry Miller	770-953-1410
Rapid Response Comm.	Ted Pellaux	423-546-2886
Reltec Services	Woody Bell	770-449-0840
Six "R" Comm., Inc.	Ken Koontz or Dick Phillips	704-289-5522
Tele-Tech Company	Rod Trawick	770-389-3043
Telpro Technologies, Inc.	Robert West, Jr.	404-629-1093
Trans Global Comm.	Dale White	407-290-1453
Volt Information Science	George Maquieira	908-245-0100
W. E. Tech, Inc.	Wes Evans	954-587-6996

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified vendor is temporarily unavailable for collocation selection.

Example
BellSouth Certified Switch Vendors
Engineering and Installation for Physical Collocation

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
DSC Corporation (STP)	John Mastoras	214-491-1870
Ericsson(STP)	Karen A Caulk	972-583-5158
Fujitsu Network Communications, Inc. *Certified – Collocation (OEM) Broadband	J. Quinta Evans	770-246-4102
Lucent Technologies, Inc.	(SC) Adrian Dye	803-926-5213
	(MS)Larry Montgomery	601-949-8277
	(GA) Mike Chancey	404-573-6521
	(NFL) Wayne Stricklen	407-636-1421
	(NC) Abe Jenkins	704-529-0693
	(NC)	910-299-0326
	(AL) Marc Haze	334-265-1291
	(S/SEFL) Charles Barrett	561-837-9649
	(LA, TN, KY) Unknown	Use a number above
Nortel	Margaret Skeen	770-661-4303
Siemens Stromberg – Carlson	Manfred Schmidtk Installation	407-942-5665
	Karl Hoskins Engineering	561-955-8621

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified vendor is temporarily unavailable for collocation selection.

Example
BellSouth Certified Power Vendors
Engineering and Installation for Physical Collocation

Note: Installation of Power equipment requires special BellSouth conditions and approval.

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
Charles E. Singleton	Sam Wetzel	305-960-0158
Reltec Services	Bob Dietz	216-353-2070
Six R Communications	Ken Kootnz	704-535-7607
Lucent Technologies, Inc.	(SC) Adrian Dye	803-926-5213
	(MS) Larry Montgomery	601-949-8277
	(GA) Mike Chancey	404-573-6521
	(NFL) Wayne Stricklen	407-636-1421
	(NC) Abe Jenkins	704-529-0693
	(NC)	910-299-0326
	(AL) Marc Haze	334-265-1291
	(S/SEFL) Charles Barrett	561-837-9649

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified vendor is temporarily unavailable for collocation selection.

SECTION 6

Exhibits

Example Letter: Request for Negotiations

(Date)

Mr. Jerry Hendrix
Senior Director - Marketing Interconnection Services
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N.E.
Room 34S91
Atlanta, Georgia 30375

Dear Mr. Hendrix:

(Company name) hereby requests to begin the negotiations process to reach a mutually acceptable Physical Collocation Agreement with BellSouth Telecommunications, Inc. in the state(s) of _____.

Please contact **(name of your contact)** at your earliest convenience to establish the appropriate company contacts and the desired procedural schedule necessary to implement the negotiation process.

Sincerely,

Contact Name and Title

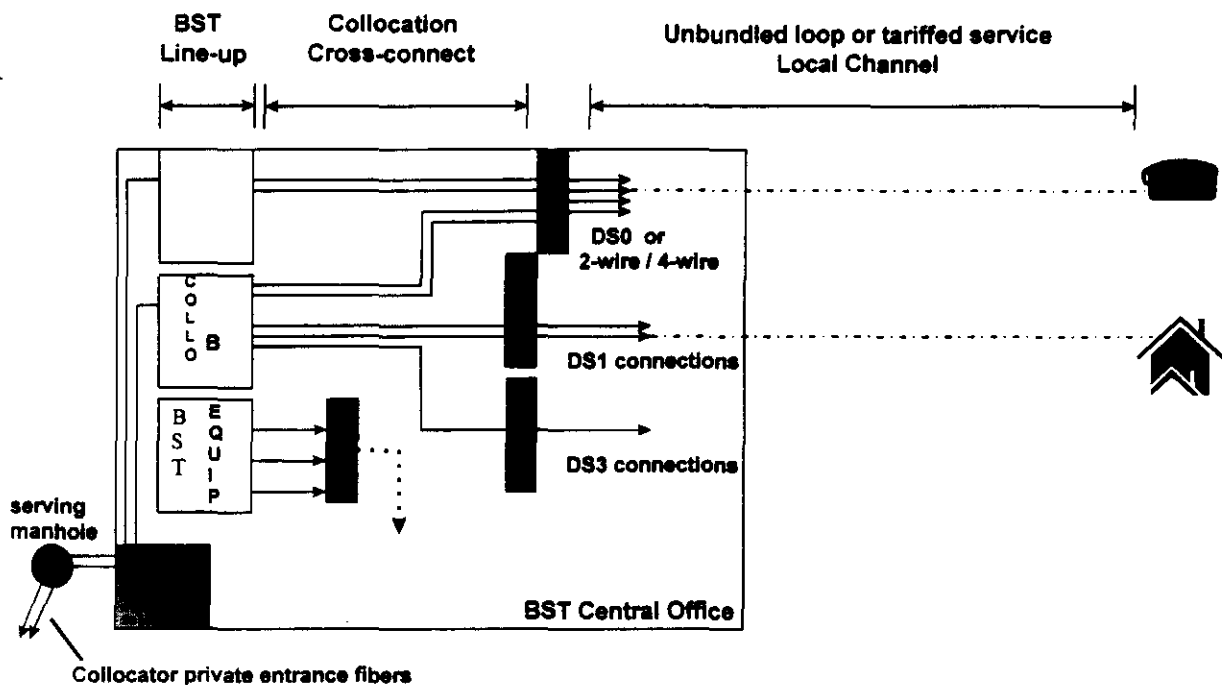
Company Name and Address

Contact Phone Number, Fax Number

Exhibits

Virtual Collocation Example Schematic

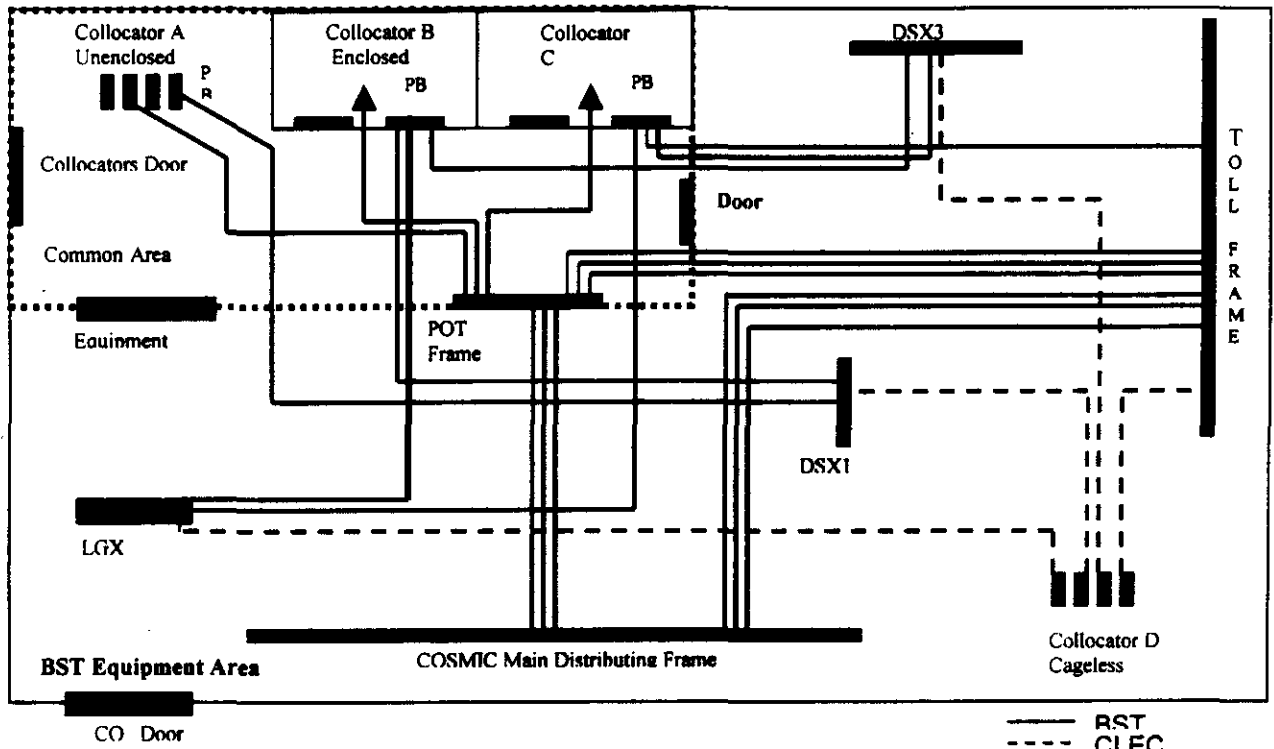
This schematic shows the placement of the Virtual Collocation equipment within the BellSouth line-up. The interconnection point between the collocator's equipment arrangement and BellSouth's network occurs at the frame (TMDF) or DSX (DSX1 or DSX3), depending on the service being interconnected. The "local channel" is shown as an example of the type of connection which can be made between a collocation arrangement and BellSouth's network but does not constitute the only option for such interconnection.



Exhibits

Physical Collocation Example Schematic

The example below illustrates the two types of Physical Collocation offered by BellSouth: Caged (enclosed) and Cageless (unenclosed). This Schematic shows the POT bay (PB) as an interconnection point for installations prior to June 1, 1999 and the distributing frame/DSX/LGX as the interconnection point for installations following June 1, 1999.



Exhibits

Available upon request:

BellSouth Standard Collocation Agreement

BSTEI Ordering Documents and Line by Line Instructions

BellSouth Provisioning Process Flow Diagram

Consideration of Environmental Conditions Guidelines

*** See the contacts located in Section 5 to obtain copies of the above.**

Collocation Agreement

By and Between

BellSouth Telecommunications, Inc.

and

BELLSOUTH PHYSICAL COLLOCATION MASTER AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and _____, ("CLEC-1") a (corporation) organized and existing under the laws of _____;

WITNESSETH

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. The rates, terms, and conditions contained within this Agreement shall only apply when CLEC-1 is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Agreement, BellSouth hereby grants to CLEC-1 a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by CLEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, CLEC-1 may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in CLEC-1's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

1.3 Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications

services. Pursuant to Section 5 following, CLEC-1 may at its option, place CLEC-1-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, CLEC-1 may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by CLEC-1 pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. CLEC-1 agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date.

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Agreement, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.

2.2 Reporting. Upon request from CLEC-1, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from CLEC-1 must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

2.3 Denial of Application. After notifying CLEC-1 that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow CLEC-1, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise CLEC-1 as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities but may require CLEC-1 to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7-. Except where CLEC-1's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of CLEC-1's equipment and facilities at CLEC-1's option or if required by local building code. CLEC-1 must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, CLEC-1 and CLEC-1's BellSouth certified contractor must comply with local building code requirements. CLEC-1's BellSouth certified contractor shall be

responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. CLEC-1 must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access CLEC-1's locked enclosure prior to notifying CLEC-1.

3.2.1 BellSouth has the right to review CLEC-1's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require CLEC-1 to remove or correct at CLEC-1's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided to the BellSouth contact specified in Section 15 within ten (10) business days of its execution and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Agreement between BellSouth and CLEC-1.

3.3.1 CLEC-1 shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Agreement; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should CLEC-1 elect such option, CLEC-1 must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's contractor must comply with local building code requirements. CLEC-1's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Vendor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. CLEC-1 must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.

3.4.2 BellSouth maintains the right to review CLEC-1's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CLEC-1, at CLEC-1's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At CLEC-1's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day CLEC-1's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify CLEC-1 in writing that the Collocation Space is ready for occupancy. CLEC-1 must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If CLEC-1 fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event CLEC-1's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to CLEC-1 with respect to said Collocation Space. Termination of CLEC-1's rights to the Collocation Space pursuant to this

paragraph shall not operate to release CLEC-1 from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, CLEC-1 may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 at CLEC-1's expense and with no liability for damage or injury to CLEC-1's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement, CLEC-1 shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 CLEC-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. CLEC-1 will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. CLEC-1 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the CLEC-1's equipment in the Collocation Space. In the event CLEC-1 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities. At CLEC-1's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide CLEC-1 with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to CLEC-1's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. CLEC-1 may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another CLEC-1 collocation arrangement within the same BellSouth Central Office. CLEC-1 must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to CLEC-1-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should CLEC-1 request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to CLEC-1 by BellSouth, CLEC-1 shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between CLEC-1's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the

demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. CLEC-1 shall be responsible for providing, and CLEC-1's BellSouth Certified Vendor shall be responsible for installing and properly labelling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At CLEC-1's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Agreement, CLEC-1's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, CLEC-1 may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by CLEC-1 or through BellSouth facilities designated by CLEC-1, at CLEC-1's option. Such connections to other carriers may be made using either optical or electrical facilities. CLEC-1 may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If CLEC-1 requests a co-Carrier cross-connect after the initial installation, CLEC-1 must submit an application with a Subsequent Application Fee. CLEC-1 must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the CLEC-1 equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where CLEC-1's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, CLEC-1 will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to CLEC-1 when access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys.

Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. CLEC-1 will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10 Personalty and its Removal. Subject to requirements of this Agreement, CLEC-1 may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by CLEC-1 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense.

5.11 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth,

which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1.

5.12 Janitorial Service. CLEC-1 shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. CLEC-1 shall submit an application document when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC-1's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event CLEC-1 or CLEC-1's Guest(s) desire to modify the use of the Collocation Space, CLEC-1 shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to CLEC-1. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by CLEC-1 within 30 calendar days following CLEC-1's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen